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*Lead Counsel for the
Direct Purchaser Plaintiffs*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 07-CV-5944-JST

MDL No. 1917

This Document Relates to:

*Crago, d/b/a Dash Computers, Inc., et al. v.
Mitsubishi Electric Corporation, et al.*, Case
No. 14-CV-2058-JST.

**DECLARATION OF R. ALEXANDER
SAVERI IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT WITH THE MITSUBISHI
ELECTRIC DEFENDANTS**

Date: June 8, 2017

Time: 2:00 p.m.

Judge: Honorable Jon S. Tigar

Courtroom: 9

1 I, R. Alexander Saveri, declare:

2 1. I am the Managing Partner of Saveri & Saveri, Inc., Lead Counsel for Direct
 3 Purchaser Plaintiffs (“Plaintiffs”) in this action. I am a member of the Bar of the State of California
 4 and admitted to practice in the Northern District of California. I make this Declaration in Support
 5 of Final Approval of Class Action Settlement with Mitsubishi Electric Corporation; Mitsubishi
 6 Electric US, Inc. (formerly known as Mitsubishi Electric & Electronics USA, Inc.); and Mitsubishi
 7 Electric Visual Solutions America, Inc. (formerly known as Mitsubishi Digital Electronics
 8 America, Inc.) (collectively, the “Mitsubishi Electric Defendants”). Except as otherwise stated, I
 9 have personal knowledge of the facts stated below.

10 2. I am unaware of any objections to Plaintiffs’ settlement with the Mitsubishi Electric
 11 Defendants (the “Settlement”), the plan of allocation, or Plaintiffs’ Second Application for
 12 Attorneys’ Fees and Expenses and Incentive Awards (ECF No. 5133).

13 3. The class contains many large and sophisticated business entities with substantial
 14 claims. For example, Microsoft and Wal-Mart are class members.

15 4. While Plaintiffs believe there is evidence to support a verdict, the Mitsubishi
 16 Electric Defendants have strong arguments to the contrary, including the facts that they never
 17 attended a “glass meeting”; that they ceased manufacture of CPTs in 1998 and CDTs in 2004; that
 18 most of the CDTs they made used a different technology and were marketed to different customers
 19 than those of the other alleged conspirators; and that their market share was very small—i.e.,
 20 substantially less than 5%—and that they were therefore always a “bit” player in the market with
 21 little incentive to join the conspiracy.

22 5. In the Expert Report of Jeffrey J. Leitzinger, Ph.D., served on the Mitsubishi
 23 Electric Defendants on September 1, 2016, Dr. Leitzinger estimated that total single damages
 24 resulting from the conspiracy is \$876 million. Dr. Leitzinger’s analysis also indicates that the U.S.
 25 sales of the Mitsubishi Electric Defendants during the class period were less than 5% of the market,
 26 sometimes substantially so.

27 6. Based on my over 20 years of practice as an antitrust attorney, it is my experience
 28 that in the vast majority of antitrust class action settlements, the settlement payment is a fraction of

the single damages attributable to sales of the settling defendant.

7. The *pro rata* distribution per plaintiff will depend on the size of each class member's claim and the total amount of claims submitted, as well as the Court's award of attorneys' fees and expenses and incentive awards. Plaintiffs believe that class members with the largest claims will receive substantial sums—e.g., hundreds of thousands or millions of dollars—from this Settlement.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 18th day of May, 2017 in San Francisco, California.

/s/ R. Alexander Saveri
R. Alexander Saveri